

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912PB-05-B-8010	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	25-Apr-2005	1 OF 52

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE	6. PROJECT NO.
7. ISSUED BY CODE W912PB REGIONAL CONTRACTING OFFICE, GRAFENWOEHR U.S. ARMY CONTRACTING AGENCY, USACCE LAGER, GEBAEUDE 244 92655 GRAFENWOEHR GERMANY  TEL:SEE POINT OF CONTACT FAX: +49 9641 83-7258 OR 7263		8. ADDRESS OFFER TO (If Other Than Item 7) CODE  <b>See Item 7</b>  TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME REGINA TAFELMEYER	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) +49 9641 83 8732

### SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Construct Maintenance Buildings at TP # 2B, 2C and 2D, Grafenwoehr  
(Projects # 7T-1284-04, 7T-1285-04, 7T-1286-04)

see Section J for Attachments

Magnitude of Construction: \$1,000,000.00 - \$5,000,000.00

11. The Contractor shall begin performance within 30 calendar days and complete it within 300 calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)  <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 10:00 AM (hour) local time 27 May 2005 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

**ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Project # 7T-1284-04, CMS # 738 Construct Maintenance Building at TP # 2 B, Grafenwoehr in accordance with Specifications in Attachment # I.  PURCHASE REQUEST NUMBER: WK4FSE-5075-8102				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	New Work consisting of specification items 00.001 through 02.006, 02.008, 07.001 through 20.010, 20.013, 20.014, 20.017 through 60.003, 60.005 through 61.014.  PURCHASE REQUEST NUMBER: WK4FSE-5075-8102	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Unit Priced Item - New Work consisting of specification item 02.007 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8102	200	Cubic Meter		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Unit Priced Item - New Work consisting of specification item 02.009 Quantities are estimated	20	Cubic Meter		

PURCHASE REQUEST NUMBER: WK4FSE-5075-8102

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Unit Priced Item - New Work consisting of specification item 02.010 Quantities are estimated	20	Net Ton		

PURCHASE REQUEST NUMBER: WK4FSE-5075-8102

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Unit Priced Item - New Work consisting of specification item 02.011 Quantities are estimated	2	Each		

PURCHASE REQUEST NUMBER: WK4FSE-5075-8102

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Unit Priced Item - New Work consisting of specification item 20.011 Quantities are estimated	2,000	Kilogram		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8102					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Unit Priced Item - New Work consisting of specification item 20.012 Quantities are estimated	6,000	Kilogram		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8102					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Unit Priced Item - New Work consisting of specification item 20.015 Quantities are estimated	280	Linear Meter		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8102					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Unit Priced Item - New Work consisting of specification item 20.016 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8102	110	Linear Meter		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Unit Priced Item - New Work consisting of specification item 60.004 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8102	100	Cubic Meter		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL OPTION	Option Item - Crane System New Work consisting of specification item 70.001 through 70.003 PURCHASE REQUEST NUMBER: WK4FSE-5075-8102	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM OPTION	Option Item - Area Lighting New Work consisting of specification item 71.001 through 71.020 PURCHASE REQUEST NUMBER: WK4FSE-5075-8102	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN OPTION	Option Item -Lightning Protection New Work consisting of specification item 72.001 through 72.003 PURCHASE REQUEST NUMBER: WK4FSE-5075-8102	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP OPTION	Option Item - Waste Oil Storage New Work consisting of specification items 73.001 through 73.052 PURCHASE REQUEST NUMBER: WK4FSE-5075-8102	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Project # 7T-1285-04, CMS # 739 Construct Maintenance Building at TP # 2C, Grafenwoehr in accordance with Specifications in Attachment # II. PURCHASE REQUEST NUMBER: WK4FSE-5075-8103				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	New Work consisting of specification items 00.001 through 02.006, 02.008, 07.001 through 20.010, 20.013, 20.014, 20.017 through 48.003, 48.006 through 48.008, 48.010 through 56.010 PURCHASE REQUEST NUMBER: WK4FSE-5075-8103	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Unit Priced Item - New Work consisting of specification item 02.007 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8103	200	Cubic Meter		

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Unit Priced Item - New Work consisting of specification item 02.009 Quantities are estimated	20	Cubic Meter		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Unit Priced Item - New Work consisting of specification item 02.010 Quantities are estimated	20	Net Ton		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Unit Priced Item - New Work consisting of specification item 02.011 Quantities are estimated	2	Each		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Unit Priced Item - New Work consisting of specification item 20.011 Quantities are estimated	2,000	Kilogram		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	Unit Priced Item - New Work consisting of specification item 20.012 Quantities are estimated	6,000	Kilogram		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH	Unit Priced Item - New Work consisting of specification item 20.015 Quantities are estimated	280	Linear Meter		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ	Unit Priced Item - New Work consisting of specification item 20.016 Quantities are estimated	110	Linear Meter		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK	Unit Priced Item - New Work consisting of specification item 48.004 Quantities are estimated	1,000	Square Meter		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL	Unit Priced Item - New Work consisting of specification item 48.005 Quantities are estimated	250	Linear Meter		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8103					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM	Unit Priced Item - New Work consisting of specification item 48.009 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8103	20	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN OPTION	Option Item - Crane System New Work consisting of specification items 70.001 through 70.003 PURCHASE REQUEST NUMBER: WK4FSE-5075-8103	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AP OPTION	Option Item - Area Lighting New Work consisting of specification items 71.001 through 71.020 PURCHASE REQUEST NUMBER: WK4FSE-5075-8103	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AQ OPTION	Option Item - Lightning Protection New Work consisting of specification items 72.001 through 72.003 PURCHASE REQUEST NUMBER: WK4FSE-5075-8103	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AR OPTION	Option Item - Waste Oil Storage New Work consisting of specification items 73.001 through 73.052 PURCHASE REQUEST NUMBER: WK4FSE-5075-8103	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AS OPTION	Option Item - Fence Security Lighting New Work consisting of specification items 74.001 through 74.018 PURCHASE REQUEST NUMBER: WK4FSE-5075-8103	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Project # 7T-1286-04, CMS # 740 Construct Maintenance Building at TP # 2D, Grafenwoehr in accordance with Specification in Attachment # III PURCHASE REQUEST NUMBER: WK4FSE-5075-8104				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	New Work consisting of specification items 00.001 through 02.006, 02.008, 07.001 through 20.010, 20.013, 20.014, 20.017 through 48.021, 49.002 through 49.012, 49.015 through 56.010  PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Unit Priced Item - New Work consisting of specification item 02.007 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	200	Cubic Meter		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Unit Priced Item - New Work consisting of specification item 02.009 Quantities are estimated	20	Cubic Meter		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8104					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Unit Priced Item - New Work consisting of specification item 02.010 Quantities are estimated	20	Net Ton		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8104					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Unit Priced Item - New Work consisting of specification item 02.011 Quantities are estimated	2	Each		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8104					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	Unit Priced Item - New Work consisting of specification item 20.011 Quantities are estimated	2,000	Kilogram		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8104					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	Unit Priced Item - New Work consisting of specification item 20.012 Quantities are estimated	6,000	Kilogram		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8104					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH	Unit Priced Item - New Work consisting of specification item 20.015 Quantities are estimated	280	Linear Meter		
PURCHASE REQUEST NUMBER: WK4FSE-5075-8104					

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ	Unit Priced Item - New Work consisting of specification item 20.016 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	110	Linear Meter		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK	Unit Priced Item - New Work consisting of specification item 49.001 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	1	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL	Unit Priced Item - New Work consisting of specification item 49.013 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	370	Square Meter		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AM	Unit Priced Item - New Work consisting of specification item 49.014 Quantities are estimated  PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	370	Linear Meter		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AN OPTION	Option Item - Crane System New Work consisting of specification items 70.001 through 70.003 PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AP OPTION	Option Item - Area Lighting New Work consisting of specification items 71.001 through 71.020 PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AQ OPTION	Option Item - Lightning Protection Sys New Work consisting of specification items 72.001 through 72.003 PURCHASE REQUEST NUMBER: WK4FSE-5075-8104	100	Percent		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AR OPTION	Option Item - Waste Oil Storage New Work consisting of specification items 73.001 through 73.052	100	Percent		

TOTAL AMOUNT (CLIN 0001 through 003AR)

Euro \_\_\_\_\_

PURCHASE REQUEST NUMBER: WK4FSE-5075-8104

FOB: Destination

#### GENERAL INFORMATION

Please note clause "Cost Limitation" in Section L. The statutory cost limitation is \$750,000 per project (conversion rate used: 1.0314).

Abbreviations used in the Specifications:

LS	-	Lump Sum
sqm	-	square meter
cbm	-	cubic meter
ea	-	each
linm	-	linear meter

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 300 calendar days. Option items, if exercised, are included in this construction period.

However, if the options for the Crane Systems and the Waste Oil Storages will be exercised after 180 calendar days after contract start date, a total construction time of 120 calendar days will be granted for these items (for example, if the options will be exercised 185 calendar days after contract start, the contractor will be granted a 5 day contract extension, if the options will be exercised after 190 calendar days, a 10 day extension will be granted). The time stated for completion shall include final cleanup of the premises.

(End of clause)

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of EURO 100.00 for each project, for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in

writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

CCE-236-4002 NOTICE TO PROCEED (October 2004)

The notice to proceed will be provided as indicated below:

[ ] The effective date of contract will constitute the date of notice to proceed.

[XX] A notice to proceed letter will be issued.

[ ] The date of the letter transmitting the contract will constitute the date of the notice to proceed.

#### SPECIAL PROVISION SECTION F:

#### WORK SCHEDULE

- a. Work can be performed on local holidays occurring during the normal workweek. Local holidays are considered those which occur in the region / state where contract performance takes place.
- b. Work on American holidays occurring during the normal workweek must be coordinated with the COR. When an American holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Name of Holiday and Date:

New Year's Day	(January 1st)
Martin Luther King Memorial Day	(3d Monday in January)
Presidents' Day	(3d Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4th)
Labor Day	(1st Monday in September)
Columbus Day	(2d Monday in October)
Veterans' Day	(November 11th)
Thanksgiving Day	(4th Thursday in November)
Christmas Day	(December 25th)

- c. Work other than stated above shall not be performed without prior written approval of the Contracting Officer's Representative (COR). The Contractor shall submit request for such approval to the COR at least 48 hours in advance.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## CCE-232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (October 2004)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE

BLZ or BANK ROUTING NUMBER

ACCOUNT NUMBER

BANK NAME

International Bank Account Number (IBAN) (If Applicable)

--- IBAN is required for payments in Italy. IBAN applicability in Spain is anticipated in the near future. European countries are expected to be fully utilizing IBAN by the end of calendar year 2004.

SPECIAL PROVISION SECTION G:

## ADMINISTRATIVE DATA

## 1. Purchase Request Number(s) / Project Number(s):

CLIN 0001: WK4FSE-5075-8102 / 7T-1284-04  
 CLIN 0002: WK4FSE-5075-8103 / 7T-1285-04  
 CLIN 0003: WK4FSE-5075-8104 / 7T-1286-04

## 2. Accounting and Appropriation Data:

CLIN 0001: 2152020 00000 2A B7AG 132076L1A62 3230 2MLGWA WK4FSE50758102  
 LGWA2M 091089

CLIN 0002: 2152020 00000 2A B7AG 132076L1A62 3230 2MLGWA WK4FSE50758103  
 LGWA2M 091089

CLIN 0003: 2152020 00000 2A B7AG 132076L1A62 3230 2MLGWA WK4FSE50758104  
 LGWA2M 091089



#### CONTRACTOR PAYMENT PROCEDURES

1. The contractor shall submit one (1) original and five (5) copies of each invoice to the Contracting Officer's Representative (COR) at the following address, and is authorized payment upon submission of invoices:

DPW, Engineering Division  
ATTN: Construction Inspection Section  
Building # 329  
92655 Grafenwoehr

2. The COR will date and time stamp all invoices immediately upon receipt, verify and certify that supplies or services have been provided in accordance with the terms and conditions of this contract, and forward the certified invoice to the appropriate disbursing finance office at:

Defense Finance & Accounting Services (DFAS) Lawton  
ATTN: LW  
Kleber Kaserne, Gebaeude 3200  
Mannheimerstrasse 218/219  
67657 Kaiserslautern

3. If an invoice is incorrect or incomplete (for reasons other than assessment of liquidated damages), the COR will identify the defects in a letter and return the invoice to the contractor for correction within three (3) days after receipt. However, if the invoice is incorrect due to deficiencies in performance that cannot be rectified through coordination with the contractor, or are subject to assessment of liquidated damages, the COR will forward the invoice together with inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the Contracting Officer for action.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 30 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

CCE-204-4005 CONVENTIONAL FORCES EUROPE (CFE) TREATY VERIFICATION INSPECTIONS  
(October 2004)

Certain Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty verification teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The contractor shall provide access to such structures and containers at the request of the Government and as soon as circumstances permit. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

## CCE-225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (October 2004)

(a) Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees possess such documents or authorizations.

(b) Contractor employees who:

- (1) are not nationals of Germany or other European Union countries, and
- (2) are not members of the force, the civilian component or their dependents, and
- (3) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

(c) By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements in paragraph (a) above.

(d) Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

(End of clause)

CCE-225-4001 INSTALLATION CLEARANCE REQUIREMENTS (October 2004)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by German law to work in Germany. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G (German Translation)) can be found on the following website:  
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: Ms. Doebrich, COR

Location: Grafenwoehr

Building No.: 329

DSN Phone No.: 475-6246

Commercial Phone No.: 09641-83-6246

**INSTALLATION ACCESS CONTROL OFFICES:**

**GRAFENWOEHR:**

Building # 636, Room 18

Tel.: 475- (09641-83-) 8414/8415

CCE-236-4000 ACCIDENT PREVENTION – HOST NATION SAFETY LAWS AND REGULATIONS  
(GERMANY) (October 2004)

The Contractor shall comply with FAR 52.236-13, ACCIDENT PREVENTION, (November 1991), the references contained therein (e.g. EM 385-1-1), and applicable Host Nation Safety Laws and Regulations.

The requirements under FAR 52.236-13 and specifically of the EM 385-1-1 include, but are not limited to the following:

a. Before initiation of work at the job site, an accident prevention plan, written by the Contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be approved by designated Government personnel. Specific requirements for development of the accident prevention plan are found in 01.A and Appendix A of EM 385-1-1. EM 385-1-1 is available online at [www.usace.army.mil](http://www.usace.army.mil).

b. Before beginning each activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work, activity hazard analysis (AHA) shall be prepared by the Contractor performing the work activity (See paragraph 01.a.09 of EM 385-1-1).

c. The Contractor shall require subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.

d. The Contractor shall discuss the plans in conferences convened by the Contracting Officer prior to starting work on each major phase of operation. Plans shall include all pertinent information such as layout of haul roads, access roads, storage areas, electrical distribution lines, methods of providing minimum exposure to overhead loads, and methods of access to work areas. The plan for accomplishing the initial work phase shall be submitted within 15 calendar days after award of the contract. Plans for subsequent major phases of work shall be submitted no later than 15 calendar days prior to initiation of work on each major phase.

e. In all areas where construction, demolition, alteration, building, or similar related activities take place, the contractor shall have the following minimum personal protective clothing and equipment requirements in place for any person working on or visiting the site:

1. Short sleeve shirt.
2. Long trousers.
3. Steel-toed safety boots.
4. Hard hat.

f. In addition to other requirements for accident prevention specified in this contract, the Contractor is responsible for compliance with all Federal and State requirements governing safety and health protection on construction sites and other applicable occupational safety codes. In particular, within the requirements of the German Safety and Health Protection Regulation for Construction Sites, Baustellenverordnung (BaustellV), dated 10 June 1998, the Contractor is responsible for coordination of all work at the site, including development of plans and providing advance notices. The Contractor shall indicate his plan for compliance considering conditions of the work described by the design, technical proposal, operational activities of the Government or others in the area of the work, identification of the coordinator, and implementation of all other accident prevention provisions of this contract. For the compliance with host nation laws and regulations, the contractor will assure that he complies with the non-exclusive list of duties described in this clause. If the contractor determines that additional activities are required to fully comply, the contractor shall assure that compliance with the laws is complete. The duties include:

1. Conditions of construction and operational activities include but are not limited to: For all construction activities meeting the following criteria:

- the work is scheduled to last longer than 30 working days and on which more than 20 workers are occupied simultaneously, or
- the volume of work is scheduled to exceed 500 person days, or
- the work presents particular tasks (e.g. excavations deeper than 5 meters; falls from a height of greater than 7 meters; exposures to hazardous chemical or biological substances; work at less than 5 meters from high

voltage lines; underground earth works or tunnels; danger of drowning; diving; use of compressed air; work with ionizing radiation, explosives, or work involving assembly or dismantling of heavy prefabricated components (10 tons or greater)).

2. If the Contractor determines that the BaustellV, dated 10 June 1998, applies, the Contractor shall prepare a Safety and Health Protection Plan (SIGE) as required under that regulation. The SIGE shall be submitted two weeks prior to mobilization. In addition, the Contractor shall appoint a qualified Safety Coordinator who will ensure that safety measures are implemented during construction. The Safety Coordinator must meet minimum training and experience requirements required under Host Nation laws.

3. The SIGE will be written in a comprehensive form and explained in language the workers understand and shall contain the following minimum information:

- (a) Maintenance of tools and equipment.
- (b) Provisions for the storage and disposal of materials and waste, particular hazardous materials and substances.
- (c) Modifying performance periods for such work, taking into consideration the site conditions.
- (d) Organizing cooperation between different employers and contractors without employees.
- (e) Interaction between work at the site and other operational activities in the area, on which or near which the first identified work will be performed, and taking into consideration the instructions and advice of the coordinator as well as safety and health plans.

4. The Contractor is responsible for completing and providing any safety notifications required by host nation authorities and will provide proof to the Contracting Officer that such notifications were made.

#### CCE-246-4000 VOB WARRANTIES, MAINTENANCE, AND REPAIR PROJECTS (October 2004)

The VOB Part B, Article 13, Warranty Clause, is hereby incorporated by reference in its entirety, including its references to the German Civil Code. The terms of the VOB will be interpreted in accordance with prevailing German legal authorities.

In accordance with Article 13, paragraph 4 of the VOB, the warranty periods shall be (i) 2 years for repair and replacement of major building parts and structures; and (ii) 1 year for minor maintenance and repairs and for those parts of a heating system that are exposed to fire.

In accordance with Article 13, paragraph 5 of the VOB, the warranty period of 1 year will apply on acceptance of work repaired or replaced under the warranty clause. In no event shall the total warranty be reduced to less than the original warranty period.

#### CCE-246-4001 ELECTROMAGNETIC COMPATIBILITY DIRECTIVE (October 2004)

The Contractor certifies that all electrical and electronic equipment and/or appliances furnished are in compliance with the Electromagnetic Compatibility Directive 89/336/EEC. For radio transmitting and telecommunication devices furnished in the Federal Republic of Germany, the Contractor certifies that all such items have been approved by the Bundesamt fuer Zulassungen. Any penalties for noncompliance imposed by the Government of the European country where the equipment or appliances are delivered or product liability claims caused by interference generated by furnished appliances or equipment are solely the responsibility of the Contractor.

SPECIAL PROVISION SECTION H:

PHYSICAL EXCLUSION OF SECTIONS K, L AND M FROM THE CONTRACT

Sections K, L and M will be physically excluded from the award document. However, Section K is incorporated by reference into the resulting contract.

GOVERNMENT-FURNISHED UTILITIES

Water and electrical power required for the execution of these projects will be made available to the contractor without charge in accordance with FAR clause 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES. Necessary connections to lines shall be made by the contractor without additional cost to the Government. Electrical connections or temporary installations shall be made in accordance with VDE 0100.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	JUN 1996
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7042	Authorization to Perform	APR 2003

252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7002	Warranty of Construction (Germany)	JUN 1997
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

##### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor not later than 200 calendar days after contract start. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

##### 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

##### 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.



(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

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(Name)

---

(Title)

---

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

#### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall

directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

#### 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

## 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

## 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer),

notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.acq.osd.mil/dp/dars/dfars.html>  
<http://farsite.hill.af.mil/vfafara.htm>

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
  - (2) Compare all drawings and verify the figures before laying out the work;
  - (3) Promptly notify the Contracting Officer of any discrepancies;
  - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
  - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

**SEE SECTION J**

(End of clause)



Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

- |                |  |
|----------------|--|
| ATTACHMENT I:  | Specification for Construction of Maintenance Building at Tank Park 2B, Grafenwoehr, dated 23 March 2005, 306 pages, and drawing No 3646, 16 sheets. |
| ATTACHMENT II  | Specification for Construction of Maintenance Building at Tank Par 2C, Grafenwoehr, dated 23 March 2005, 303 pages, and drawing No 3647, 16 sheets   |
| ATTACHMENT III | Specification for Construction of Maintenance Building at Tank Par 2D, Grafenwoehr, dated 23 March 2005, 301 pages, and drawing No 3648, 16 sheets   |

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

#### (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

#### (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 252.229-7001 TAX RELIEF (JUNE 1997) - ALTERNATE I (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: \_\_\_\_\_ \* RATE (PERCENTAGE): \_\_\_\_\_ % \*

\* (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether

transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

## 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an

amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

#### 52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Contract resulting from this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Regional Contracting Office, shown in the "issued-by" block of this Document.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)



(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: See Name of Contract Specialist on page 1 hereof.  
 Address: See Address of Regional Contracting Office on page 1 hereof.  
 Telephone: See Telephone Number of Contract Specialist on page 1 hereof.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.acq.osd.mil/dp/dars/dfars.html>  
<http://farsite.hill.af.mil/vfafara.htm>

(End of provision)

#### 252.236-7006 COST LIMITATION (JAN 1997)

(a) Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b) An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c) Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1) Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2) Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

Interested parties may file agency protests, in compliance with FAR 33.103(d), directly with the contracting officer or may request an independent review at a level above the contracting officer by the Independent Protest Review Official, U.S. Army Europe. Independent review is available as an alternative to consideration by the contracting officer of a protest or is available as an appeal of the contracting officer's decision on the protest.

Interested parties seeking review by the Independent Protest Review Official, should so state in the agency protest or appeal, and should file the protest/appeal with the contracting officer. In order to be considered, an appeal to the Independent Protest Review Official must be received by the contracting officer within 10 calendar days of the date on which the protester received the contracting officer's decision on the protest.  
(USACCE 19 July 1999)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the conversion rate for funds without a foreign currency fluctuation account, established by the Deputy Chief of Staff, Resource Management (DCRM), US Army, Europe in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

SPECIAL PROVISION SECTION M:

ALL OR NONE AWARD

Only one contract will be awarded from this solicitation. Award will be made on an all or none basis. Offers for less than all of the solicited work will be rejected as nonconforming.